Resolution Agreement
OCR Case No. 09-14-1325
Fall River Joint Unified School District

The Fall River Joint Unified School District (the District) enters into this Voluntary Resolution Agreement (the Agreement) to resolve the concerns identified by the U.S. Department of Education, Office for Civil Rights (OCR), regarding the District's treatment of Native American students in discipline under Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. §§ 2000d *et seq.*, and its implementing regulations at 34 C.F.R. Part 100, which prohibit discrimination based on race, color, and national origin in programs and activities of recipients of the Department's federal financial assistance.

Agreement Principles – A Safe and Nondiscriminatory School Environment

The District's goal is to provide all of its students with schools that offer a safe, nondiscriminatory environment that is conducive to learning. The District is committed to treating all students fairly and ensuring nondiscrimination in its administration of discipline. Throughout the implementation of this Agreement, the District will provide the funding necessary for the successful implementation of this Agreement and establish and approve a line-item budget necessary for implementation.

Agreement Provisions

Phase 1 of Implementation (Year 1 implementation and thereafter)

I. Director, Expert Consultant(s), and Stakeholder Committee

To ensure the District has the staffing and expertise needed to implement this Agreement, the District will identify an existing position or create a new position whose role will be overseeing and ensuring implementation of this Agreement (the Director), retain at least one expert consultant, and consider the input of a Stakeholder Committee as set forth below.

A. The District's Director Overseeing the Agreement's Implementation:

Subject to OCR's review and approval, the District will designate or employ a Director to oversee the implementation of this Agreement to ensure that the District's discipline policies, procedures, and practices do not discriminate against students on the basis of race, color, or national origin (the Director). The Director will have experience with student discipline, alternatives to exclusionary discipline (the formal or informal removal of a student from a class, school, or educational program for violating a school rule), and strategies to reduce misconduct and the use of exclusionary discipline including promoting and sustaining a positive school climate and educational achievement for students of all racial and ethnic backgrounds. The Director also will be responsible for responding to complaints about the District's implementation of its discipline policies and procedures, including complaints of discrimination based on race, color, and national origin.

If the District uses an existing position to carry out these duties, the District will ensure that the position is focused on them and has adequate District resources, including staffing, to fulfill these duties successfully. The Director will have authority to take corrective action themselves, against school administrators or others who engage in discrimination. To fulfill the responsibilities of this role, the Director will coordinate as appropriate with others who are responsible for implementing this Agreement.

B. Reporting Requirements:

Within 30 days of the date of this Agreement, the District will submit to OCR the name, contact information, and resume of its preferred Director candidate, and if this person holds an existing District position, the District will explain how this position will have adequate time, resources, and support to carry out the Director's duties described here, for review and approval. Within **10 days** of OCR's approval of the District's choice, it will fill the position with that applicant or confirm with OCR the existing position responsible for these duties.

By **July 15, 2025**, and by the same date in subsequent years, the District will provide OCR with a copy of all complaints of race, color, and national origin discrimination related to discipline for the prior school year, as well as a copy of the District's findings and resolutions of each such complaint.

C. Expert Consultant(s):

The District will retain or designate one or more consultants with expertise in nondiscriminatory discipline practices, data analysis, and research-based discipline strategies, to assist the District in implementing this Agreement. The expert(s) with whom the District consults may be a District employee or an outside consultant with such expertise. "Nondiscriminatory discipline practices" includes practices that treat similarly situated students the same without regard to race, color, or national origin and ensure that any racial disparities in disciplinary referrals and/or sanctions are not the result of discrimination prohibited by Title VI and its implementing regulations.

The expert consultant(s) will assist the District with: (1) the development and implementation of this Agreement and Training required by Section VII of this Agreement respectively and (2) monitoring and evaluating the District's discipline practices. The District will provide the expert consultant(s) with all appropriate information they deem necessary to fulfill their role under this Agreement.

D. Reporting Requirements:

Within **45 days** of the date of this Agreement, the District will provide to OCR for its review and approval (a) the names and qualifications of at least three potential expert consultant(s) and (b) the District's preferred selection(s). Within **15 days** of OCR approving that one or more of these expert consultants has the requisite qualifications, the District will choose its expert consultant(s) and inform OCR of the selection(s), and if an outside consultant is selected, provide OCR with a copy of the outside consultant's contract with the District.

E. Stakeholder Committee:

The District will establish a Stakeholder Committee (Committee) of community representatives within **60 days** of the date of this Agreement. Such stakeholders will include school representatives, teachers, counselors, school administrators, District administrators, special education staff or administrators, Native American tribal council members from local tribes, other local tribal leaders and members, students, parents, and members of community organizations.

To evaluate the District's progress in ensuring nondiscrimination in discipline and its implementation of this Agreement, the Committee will meet at least once a year by the end of June to review the District's data and other information relevant to the discipline analysis (e.g., proposed changes to its discipline policies and procedures or any independent discipline analyses) from the prior year. The Committee will make recommendations to the District regarding its discipline data, policies, practices, and procedures to ensure that they are nondiscriminatory. The Director will coordinate the Committee's work and meetings throughout the duration of this Agreement.

The Committee will provide recommendations to the District ("the Recommendations") by **July 15, 2025**, and by the same date in subsequent years. The District Superintendent and Board will review the Recommendations and determine the recommendations it will adopt. For recommendations that the District does not adopt, the District will provide its reasons in writing to the OCR and the Committee by **November 1, 2025,** and by the same date in subsequent years.

F. Reporting Requirements:

Within **60 days** of the date of this Agreement, and by **August 30** in subsequent years, the District will provide OCR with the names and titles or positions of the Committee members, a calendar for its meeting(s) and any other activities for the coming academic year, and minutes from its previous meetings. By **November 1, 2025,** and by the same date in subsequent years, the District will provide OCR with a copy of the Committee Recommendations, any steps the District took in response to the Recommendations, and an explanation for Committee Recommendations the District did not adopt.

II. Revised Discipline Policies and Procedures

A. Review of Policies and Procedures

Within **90 days** of the date of this Agreement, the District will review its student discipline policies and procedures and propose revisions consistent with the Agreement's Principles above and in consultation with the expert consultant(s) and the Committee. In doing so, the District also will consider promising discipline-related policies and practices identified at any District schools. The District will ensure that its student discipline policies and procedures are consistent across all District schools and include the following:

1. definitions of misconduct that are clearly defined, uniform, and objective to the maximum extent possible and that clearly distinguish between similar acts, (e.g., fighting and physical aggression);
2. the range of penalties that may be imposed for each infraction, penalties that are proportionate to the type of misconduct, and uniform criteria for staff to use when selecting a particular discipline sanction within the range of possible penalties;
3. a clear explanation of how any progressive disciplinary policies, practices, and procedures will be implemented consistently at each school, including criteria or guidelines for discipline sanctions on first offenders and repeat offenders, with requirements to use non-exclusionary responses to the extent permitted by state and federal law before progressing to exclusionary responses such as class suspensions, other in-school suspensions, out-of-school suspensions, disciplinary transfers, and expulsions;
4. a requirement that District staff attempt and document a range of positive corrective measures before referring a student for exclusionary discipline, unless the exclusion is necessary to ensure the continuing safety of students or staff, or when other means of correction have been attempted and have failed to bring about proper conduct and it is the only means of stopping student misbehavior from substantially interfering with the delivery of instruction to others. (Other means of correction refers to the non-exhaustive list of steps a school district must take before suspending a student, unless an exception applies, under Section 48900.5 of the California Education Code.);
5. a list of minor misbehaviors for which suspension or expulsion will not be used, and a list of minor misbehaviors that warrant interventions other than a referral or exclusionary discipline, including tardiness and truancy;
6. elimination of vague, subjective, or redundant offense categories, including categories that allow for a high degree of subjectivity in enforcement (e.g., willful defiance, disruptive behavior, or inappropriate behavior) to the extent permitted by state and federal law;
7. appropriate due process standards for all students disciplined under the District's student discipline policies and procedures, including a description of the key elements of the discipline process (timelines, hearings, appeals, alternative dispositions, etc.);
8. clear and objective, non-discriminatory standards that incorporate appropriate due process protections, and that provide for a range of positive corrective measures prior to transferring students to alternative, continuation, or community day schools for disciplinary reasons;
9. a program that seeks to successfully reintegrate students within the school community who have been suspended, expelled, transferred, or otherwise excluded, or who return from alternative, continuation or community day placements, including counseling, tutoring, or other additional educational services to permit the student to make up lost instructional time; and
10. clear definitions and limits to law enforcement involvement in disciplinary or behavioral incidents occurring in District programs or activities, including that school administrators, not law enforcement, are responsible for routine school discipline matters, and a statement that law enforcement will only be contacted to address major threats to school safety or serious school-based criminal conduct that cannot be safely and appropriately handled by a school's internal disciplinary procedures.

The District will conduct appropriate training for all District and site staff, upon adopting the above described policies and procedures.

B. Reporting Requirements:

Within **90 days** of the date of this Agreement, the District will submit its proposed revisions to the student discipline policies and procedures, along with a plan for training all District and site staff regarding these new policies and procedures, to OCR for review and approval. Within **60 days** of OCR's approval, the District will provide documentation to OCR of Board adoption of these policies and procedures and that the District has disseminated the revised documents to all District employees, students, and parents, and posted the documents in a prominent location on the District's website. Throughout the course of this Agreement, the District will submit for OCR's review and approval any proposed changes to the discipline policies and procedures at least **30 days** prior to their intended adoption by the Board and/or implementation by the District. The District's training policies and procedures training plan will include proposed dates for staff training within 45 days of the adoption of such new policies and procedures, and for annual trainings by **August 1, 2025**, and by the same date in subsequent years.

III. Recordkeeping

A. Recordkeeping Protocol

The District will develop a protocol to review and ensure the accuracy and completeness of its recordkeeping regarding student discipline. This protocol will create a uniform system to collect and record information about each disciplinary incident, electronically and otherwise as appropriate, including:

1. The specific data to record for each disciplinary incident or referral (including referrals that did not result in consequences), including at a minimum:
   a. the Student's unique identifier;
   b. the Student's race or ethnicity;
   c. the Student's sex;
   d. whether the Student has a Section 504 Plan or an IEP;
   e. each alleged infraction of the District's discipline policy and/or matrix;
   f. date of each alleged infraction;
   g. a narrative description of each alleged infraction;
   h. the other means of correction that was applied to each infraction before a suspension was imposed;
   i. the unique identifiers of any other students involved in the incident;
   j. the name and race of the employee who referred the student;
   k. the name and race of the employee who disciplined the student;
   l. the disciplinary sanction, if any, including any exclusionary or non-exclusionary sanction (e.g., a warning or in-school suspension (ISS));
   m. the sanction's duration (e.g., a one-day out-of-school suspension (OSS));

n. whether school staff referred the student to law enforcement (Yes, No, N/A);
o. any law enforcement consequences such as a citation, arrest, search, or detention; and
p. any use of force by school employees or law enforcement, including the type of force (e.g., pepper spray, physical restraint);

2. The identity of the employee(s) responsible for data input, maintenance, and correction;
3. The frequency of data input and review;
4. The process for training staff responsible for accurate data input and review;
5. The process for reviewing the discipline records for accuracy and completeness;
6. The process for correcting any inaccurate or incomplete records; and
7. The District's discipline referral form.

B. Reporting Requirements:

Within **60 days** of the date of this Agreement, the District will provide OCR with the draft recordkeeping protocol and discipline referral form for OCR's review and approval. The protocol will include annual training for site staff responsible for inputting student discipline data. Within **30 days** of OCR's approval, the District will formally adopt the recordkeeping protocol (including a training schedule for implementation) and form, distribute both to all individuals responsible for implementing the protocol and completing the form, and provide OCR with documentation confirming its adoption and distribution of both.

Within **60 days** of the date of this Agreement, the District will provide OCR with an electronic, sortable spreadsheet of all of the discipline data required by Section III.A.1-7 above for the 2023-2024 school year and will report such data to OCR for each semester of each subsequent school year under this Agreement by **January 31,** and **July 15, 2025,** of each subsequent year. The District will provide OCR with documentation of the related staff training conducted by **August 1, 2025,** and by the same date in subsequent years.

Upon request from OCR, the District also will provide electronic copies of the complete discipline files for any identified incidents reported in the electronic spreadsheet, including all related documentation (such as written citation or referral forms, investigations, calls and letters to parents, etc.) of each student listed in the discipline records provided.

IV. Disciplinary Transfers

A. List of Students Who Have Been Transferred

Each semester, the District will provide OCR with a list of the students who have been transferred to a different school, including comprehensive or alternative, continuation, or community day schools, for disciplinary reasons. This list will include the race/ethnicity of the student, grade, sex, disability status, free lunch status, whether the transfer was voluntary or involuntary, the sending and receiving schools, and the basis for the transfer. Upon OCR request, the District will provide additional documentation regarding any such student.

B. Reporting Requirement

By **January 31**, and **July 15, 2025**, and by the same dates in subsequent years, the District will provide the above described list of students transferred for disciplinary reasons during the prior semester.

V. School Climate Surveys

A. Conduct Annual Student Discipline Surveys

Beginning in the 2024-2025 school year and following approval by OCR of the survey instrument and survey administration methodology, the District will annually administer a comprehensive climate survey to students, teachers/staff, and parents of all District schools to measure their perceptions of the District's administration of school discipline. The survey will measure perceptions of school safety, fairness and equity in the administration of discipline, and whether District and school rules and behavioral expectations are clear.

B. Reporting Requirements:

Within **60 days** of the date of this Agreement, the District will provide OCR for its review and approval the school climate surveys it proposes to use and the methods by which it will administer the surveys to maximize the response rate.

By **July 15, 2025**, and by the same date in subsequent school years, the District will provide OCR for its review and approval a copy of the survey results and a description of actions it proposes to take the following school year based on the survey results.

By **July 15, 2026**, and by the same date in subsequent school years, the District will document to OCR the steps it has taken during the prior year in response to the previous school year's survey results.

Phase 2 of Implementation (Beginning end of Year 1/Year 2)

VI. Discipline Data Analysis and School Team Meetings

A. Model to Analyze Discipline Data

The District will develop and implement a continuous improvement model in student discipline practices using the regular review and analysis of the discipline data disaggregated by race, national origin, sex, disability, and other characteristics as needed, and the resulting consequences (including suspension, referral to law enforcement, disciplinary transfer, and expulsion) for its junior high and high school sites. At a minimum, this plan will include the following:

1. site discipline team meetings at least every other month to analyze the site's data as described above and take responsive action to ensure consistent and

nondiscriminatory administration of student discipline, including by assessing whether:

a. students of a particular race or national origin are more likely to receive exclusionary discipline for certain behaviors, and if so, whether the site can implement effective positive interventions to prevent or mitigate such incidents; and
b. certain teachers, administrators, or other staff members refer students of a particular race or national origin for discipline at a higher rate than students of other races or national origin for the same or similar offenses (e.g., first-time offenses), and if so, how this can be effectively addressed;

2. semi-annual meetings with the Director and the Principal (or administrator who oversees discipline) from each site to ensure each site is implementing student discipline policies, practices, and procedures in a consistent and nondiscriminatory manner, including by assessing whether:
   a. certain sites are disproportionately disciplining students, including students of a particular race or national origin, or whether certain sites are using more severe disciplinary sanctions than other sites in the District;
   b. certain teachers, administrators, or other staff members impose harsher discipline sanctions on students of a particular race or national origin than students of other races or national origins for the same or similar offenses; and
   c. sanctions imposed for a given infraction are consistent with the District's discipline policies and matrix, and where exceptions are made, whether they are justified by legitimate, non-discriminatory reasons.

If the data analysis required in this section reflect harsher or higher rates of discipline and/or law enforcement referrals or other contacts with law enforcement for students of a particular race or national origin at the District or school levels, the meetings with the Director (or designee), and school principals described in VI.A.2. above will explore possible root causes for the higher or harsher rates, determine the steps needed to ensure nondiscrimination in discipline, and align any next steps with this Agreement.

If the data required by this section (or in Section III.A above) show a particular teacher or other school staff member refers students of a particular race or national origin at a higher rate than students of other races or national origins or administers harsher consequences to students of a particular race or national origin than to students of other races or national origins, the Director and the principal will meet with that teacher or other staff member to discuss the data, examine whether the referrals were warranted, and implement an effective solution, if needed. If the information indicates that the teacher or other school staff member is failing to adhere to the District's student discipline policies, matrix, or procedures or is engaging in discrimination against students, the principal will take appropriate corrective action.

B. Reporting Requirements:

By **August 1, 2025,** and by the same date in subsequent school years, the District will provide to OCR its proposed continuous improvement discipline plan including a calendar of site and District meetings with the District's junior and senior high schools to review and assess student discipline data as described above. By **June 30, 2026** and by the same date in subsequent school years, the District will provide to OCR the data analysis and summary of findings for its junior and senior high schools as discussed in this item, including any actions that it proposes to take or has taken consistent with this Agreement, and a description of the District and school meetings held regarding the evaluation of the District-level and school-level data.

VII. Training

A. Development and Implementation of Training Schedule

The District will develop and implement a training schedule, (to include trainers with appropriate expertise) for District teachers, administrators, school aides, campus security officers, and any other District or school staff who supervise students, make discipline referrals, and/or impose discipline sanctions. The training schedule will include the following areas:

1. accurate and complete discipline data collection;
2. objective and consistent implementation of the District's discipline policies and practices, including the District's discipline matrix;
3. the interventions, supports, and other means of correction to be documented and exhausted prior to imposing exclusionary discipline (e.g., suspensions) and the specific manner in which progressive disciplinary consequences will be employed if applicable;
4. effective strategies to reintegrate students after exclusionary discipline, including disciplinary transfers and expulsion consistent with Section II above;
5. how to review and analyze site discipline data, including data disaggregated by race to identify trends, racial disproportionality, and help ensure nondiscrimination as required by Section II;
6. administering student discipline in a fair and nondiscriminatory way by eliminating any different treatment based on race, color, or national origin, including any explicit or implicit bias based on race, color, or national origin in discipline decision-making; and,
7. the requirement that District and school staff, rather than law enforcement, are responsible for addressing violations of school rules and routine school discipline matters and that law enforcement will only be involved in addressing major threats to school safety or serious school-based criminal conduct that cannot be safely and appropriately handled by a school's internal disciplinary procedures.

B. Reporting Requirements

By **April 30, 2025**, and the same date in subsequent years, the District will provide the OCR with the proposed training schedule described above for the upcoming school year. Upon approval from OCR, the District will implement the training schedule. **By July 15, 2026**, and the same date in subsequent school years, the District will provide OCR with documentation that it has conducted the training schedule for the prior school year. During the course of this Agreement, the District will work with OCR to identify any other relevant trainings and qualified trainers to aid the District in implementing this Agreement.

VIII. Student and Parent Information Sessions

A. Informational Sessions:

The District will provide informational sessions for students and parents at all District schools that will provide an explanation of the District's disciplinary policies, what is expected of students under the policies, and the District's efforts to ensure nondiscriminatory discipline for all students in a manner accessible to individuals with disabilities and limited English proficiency. The District will offer the informational sessions at times and locations to promote maximum participation by students and parents. The sessions will:

1. explain the District's discipline policy, matrix, and procedures, including the definitions of offense categories and how progressive discipline is imposed;
2. provide parents and students with the opportunity to raise concerns or suggestions about the District's disciplinary policies, matrix, and procedures;
3. include participation by staff involved in the administration of discipline (e.g., administrators, teachers, counselors);
4. emphasize the District's commitment and goals as described in the Agreement Principles;
5. explain the role of the Committee and opportunities for parent participation on the Committee;
6. the rights of students to due process before discipline sanctions are imposed;
7. the range of non-exclusionary interventions, supports, and approaches to student discipline to be exhausted prior to exclusionary discipline where possible and consistent with federal and state law;
8. the resources that are available to students to assist them in developing social and emotional competencies;
9. information about whom to contact if there is a concern about discipline policy implementation or if assistance is needed in addressing student behavioral problems; and
10. the District's commitment to recognizing and reinforcing positive student behavior and to ensuring to the maximum extent possible under state and federal law that student misbehavior is addressed in a manner that does not remove the student from the educational program.

B. Reporting Requirements:

By **September 30, 2025**, and by the same date in subsequent school years, the District will provide OCR with the materials distributed at the parent information sessions, any recommendations, suggestions or reports provided by parents and students at the sessions, and any revisions to the plans developed by the District or other steps taken in response to the parent and student input at these sessions.

IX. Publicly Available Discipline Data

A. Report Discipline Data:

For each school year, the District will publish the data it collects on the use of discipline by school and type (i.e., disciplinary referrals, class suspensions, in-school suspensions, out-of-school suspensions, disciplinary transfers, expulsions, referrals to law enforcement, and arrests), disaggregated by race and national origin and report the ten most common infractions that led to exclusionary discipline in the form of in-school suspensions, out-of-school suspensions, and expulsions, disaggregated by race. While protecting the privacy of individual student data, this information will be shared at a School Board meeting open to community members at least annually, will be published online on the District's website, and will include enrollment data and percentages by race and national origin, for comparison.

B. Reporting Requirements:

By **April 30, 2025,** the District will provide, for OCR review and approval, a description of how it will publicly provide the data described above, and the data points to be provided. **By August 1, 2025,** and by the same date annually thereafter in subsequent school years, the District will provide documentation to OCR that it has made these data for the prior school year publicly available and held a public meeting discussing the data.

X. Memoranda of Understanding (MOU) with Law Enforcement

A. Law Enforcement MOU

If the District develops any MOUs with local law enforcement, the District will include provisions that meet the requirements of Sections II (Policies and Procedures), III.A.1 (Recordkeeping) and IV (Memorandum for Schools) and require relevant training for officers who will respond to incidents at the District's schools, including any School Resource Officers (SROs) and probation officers, as required by Section VIII (Training). Such MOU provisions and training will include the role of law enforcement in the District's schools, including that school administrators, not law enforcement, are responsible for routine school discipline matters and that law enforcement will be involved only to address major threats to school safety or serious school-based criminal conduct that cannot be safely and appropriately handled by the school's disciplinary procedures. Trainings for SROs, probation officers, and any other law enforcement will

address: the District's non-discrimination obligations under Title VI; the terms of the MOU; the District's revised student discipline policies, practices, and procedures; how to work with the District's students in a manner consistent with this Agreement; how to ensure accurate collection and reporting of data regarding law enforcement-student interactions, including citations, arrests, detentions, and any use of force (including physical restraints); and the District's commitment to reinforcing positive student behavior and ensuring to the maximum extent possible under state and federal law that misbehavior is addressed in a manner that does not exclude the student from the educational program.

B. Reporting Requirements:

Prior to adopting an MOU with any law enforcement agency, the District will provide, for OCR review and approval, a proposed draft of the MOU. Within **30 days** of OCR's approval, the District will provide OCR with documentation that the revised MOU has been executed and is in effect. If law enforcement proposes changes to the terms of the draft MOU approved by OCR, the District will immediately notify OCR, and it will review and approve any proposed amendments, assist the District to resolve any differences, and finalize the MOU within **30 days**. During the term of this Agreement, the District will not enter into an MOU with law enforcement that is not approved by OCR.

XI. General Requirements

By signing the Agreement, the District agrees to provide data and other information in a timely manner in accordance with the reporting requirements of the Agreement. Further, the District understands that during the monitoring of the Agreement, if necessary, OCR may visit the District, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the District has fulfilled the terms and obligations of the Agreement. The District understands that OCR will not close the monitoring of this Agreement until OCR determines that the District has demonstrated compliance with all the terms of this Agreement and is in compliance with Title VI and its implementing regulation, 34 C.F.R. Part 100, which were at issue in this case.

The District acknowledges that OCR may initiate proceedings to enforce the specific terms and obligations of the Agreement and/or the applicable statute(s) and regulation(s). Before initiating such proceedings, OCR will give the District written notice of the alleged breach and 60 calendar days to cure the alleged breach.

/s/ 12/19/24

Superintendent, Fall River Joint Union High School District Date